



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 08, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 September 8, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**LICENSE AGREEMENT FOR HELICOPTER LANDING AND PORTABLE TANK SITE BETWEEN
JANGO LLC, JEWELD LLC, SEEKY LLC, DABUDD LLC, KUMOFF LLC AND THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY (THIRD DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (Fire District) is requesting approval to enter into a three-year License Agreement with Jango LLC, Jeweld LLC, Seeky LLC, Dabudd LLC, Kumoff LLC (collectively "Licensor") for the use of a helicopter landing and portable tank site located in the unincorporated Topanga area, commonly known as Helispot 69B. The Fire District shall compensate the Licensor \$375,000 for the first year, \$325,000 the second year, and \$250,000 for the final year of the License term, with an option to terminate the License at any time after the twelfth month.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1) Find that the proposed License Agreement is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2) Approve and authorize the Fire Chief of the Fire District to enter into the three-year License Agreement with Licensor for the use of a helicopter landing and portable water tank site located in the unincorporated Topanga Canyon area at a cost of \$375,000 for the first year, \$325,000 for the second year, and \$250,000 for the third year of the License term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fire District currently has a License Agreement with the Licensor for the Fire District's use of helicopter landing sites and portable water tanks, commonly known as Helispot 69B, located on a 34-acre site in the unincorporated Topanga Canyon area (Assessor Parcels 4438-033-057, 4448-024-030, 4438-039-019, 4448-024-027, 4448-021-015, 4448-021-036 and 4448-024-031) at no cost to the Fire District. Helispot 69B contains two helicopter landing sites which are comprised of portable concrete pads and portable water tanks which can be utilized by the Fire District's Air Operations water dropping helicopters during wildland fires in the area.

The property owner has notified the Fire District of his intent to sell the property and has agreed to lease it to the Fire District for a three-year term, or until such time as an offer to purchase is accepted by the property owner. The Chief Executive Office has negotiated a three-year License Agreement with the Licensor on behalf of the Fire District (copy enclosed). The property owner shall provide not less than 90 days written notice to the Fire District of early termination.

A helispot is a critical resource due to the potential for wildfires in this area as well as the surrounding communities comprised of the Santa Monica Mountains, Topanga Canyon, and Malibu. With the impending sale of the property on which Helispot 69B is located, the Fire District intends on exploring other viable options that would provide the necessary landing sites and water system necessary for water dropping helicopters.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with Los Angeles County Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1), to maximize the effectiveness of the Fire District's operations to support timely delivery and efficient public services in the event of wildfire occurrences in the region.

FISCAL IMPACT/FINANCING

The first year's lease amount is \$375,000. For the second and third years, the lease amount will be \$325,000 and \$250,000, respectively. Sufficient ongoing funding is available in the Fire District's Fiscal Year 2015-16 Adopted Budget.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the License Agreement is for three years and will be effective upon approval by the Fire Chief of the Fire District. The Fire District shall have the right to terminate the License Agreement at any time after the twelfth (12th) month of the agreement term upon 60 days prior written notice. Additional terms and conditions of the License Agreement are as follows:

- The Fire District shall operate and maintain the premises at its sole cost and expense. Utility costs associated with operating Helispot 69B shall be reimbursed to the Licensor.

- The Licensor shall have the right to market the property for sale at all times during the agreement term. If Licensor receives an acceptable purchase offer on the property, Licensor shall provide not less than 90 days written notice to Fire District of early termination.
- Licensor shall have the right to use Fire District's helipad landing area to land Licensor's helicopter by first obtaining written consent from Fire District before accessing and using the helipad landing area.

County Counsel has approved the agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the Fire District to continue to utilize Helispot 69B while exploring viable options for providing landing sites and water systems necessary for the Fire District's water dropping helicopters

CONCLUSION

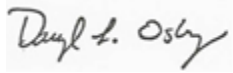
Upon approval by your Board, please instruct the Acting Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable, to the Consolidated Fire Protection District, attention Lorraine Buck, Planning Division, 1320 N. Eastern Avenue, Los Angeles, CA 90063.

The Honorable Board of Supervisors

9/8/2015

Page 4

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Daryl L. Osby", is written over a light gray rectangular background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Interim Chief Executive Officer
Interim County Counsel
Auditor-Controller

LICENSE AGREEMENT FOR USE OF REAL PROPERTY

This License Agreement for Use of Real Property ("Agreement") is made and entered into this _____ day of _____, 2015, by and between Jango LLC, Jeweld LLC, Seeky LLC, Dabudd LLC, and Kumoff LLC (collectively the "Licensor") and the Consolidated Fire Protection District of Los Angeles County (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property located in the unincorporated area of Los Angeles County, commonly known as 69 Bravo (Assessor Parcel Identification Numbers 4438-033-057, 4448-024-030, 4438-039-019, 4448-024-027, 4448-021-015, 4448-021-036 and 4448-024-031), as described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Licensee provides aerial firefighting services within the immediate area of the Property, as well as the region around the Santa Monica Mountains, Topanga Canyon, and Malibu and desires to obtain permission to enter upon and use the Property to facilitate the provision of such services; and

WHEREAS, Licensor and Licensee agree on the mutual benefit of having helispots on the Property to support emergency fire protection service in the region; and

WHEREAS, Licensor has allowed Licensee to establish and utilize helispots on the Property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. GENERAL PROVISIONS:

1.01 Licensor hereby grants to Licensee (which shall be deemed to mean and include its invitees, agents, employees and contractors, unless the context otherwise implies) a revocable license to enter upon and do the following on the Property:

a. Licensee may use helicopter landing and snorkel sites known as Helispot 69B (Helispot) and Portable Tank Spot P69Y (Portable Tank), as designated on Exhibit B attached hereto and incorporated herein, for the purpose of providing emergency firefighting and air ambulance services. Helispot 69B currently has two helipads, comprising 36 portable concrete pads and two pumpkins (emergency water reservoirs, 6,000 gallon capacity each). The Property is also serviced by Licensor's privately owned 10,000 gallon water tank which feeds a private fire hydrant. All private water removed from the Property is available to Licensee as a courtesy at no charge from Licensor. Any water consumed by Licensee from the public fire hydrant located on the Property is from a public source and is the sole responsibility of the Licensee.

b. Licensee may bring helicopters, fire apparatus, and other support vehicles, including fuel trucks, upon the Property, together with Licensee's employees and agents, for the purpose of providing and assisting emergency firefighting and air ambulance services.

c. Licensee may take and use water from taps, tanks, and hydrants located upon the Property and designated by Licenser.

d. Licensee may use the Property for training purposes.

e. Licensee, in the interest of public safety, has conducted brush clearance and fuel modifications necessary for the operational needs of the helipads and pumpkin sites on the Property. Licensee agrees that maintenance of fuel modifications will be the sole responsibility of Licensee.

1.02 The Property shall be used only by Licensee, its officers, employees, contractors, agents, and guests for the purpose of emergency firefighting and air ambulance services as provided herein, and for such related and incidental purposes or activities as are related thereto. Licenser shall retain the sole right to restrict access to the Property to any other person or entity.

1.03 Licensee shall not bring upon the Property, or use the Helispot 69B and Portable Tank to provide, any hazardous or noxious chemical firefighting agent or other hazardous or noxious substance, except for Class A firefighting foam and fuels necessary for their operation, without prior written consent of the Licenser.

1.04 Licensee shall make no alterations or improvements to the Property unless written consent is first obtained from Licenser, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all alterations and improvements are to be made at Licensee's sole cost and expense. Licenser shall not be obligated to provide any cash improvement allowance toward any alterations or improvements.

1.05 Licenser acknowledges that Licensee owns one of the pumpkins and shall have the right to remove its pumpkin and concrete pads upon termination of this Agreement.

1.06 Licensee acknowledges personal inspection of the Property and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. Licensee accepts the Property in its present physical condition and agrees to make no demands upon Licenser for any improvements or alteration thereof.

1.07 Licensee shall be solely responsible that the activities of Licensee in, on, or about the Property shall comply with all applicable laws, covenants, conditions, restrictions,

rules and regulations of any governmental entity or body having jurisdiction over the Property.

1.08 Licensee represents and warrants that Licensee has all the authorizations necessary to conduct the activities in, on, or about the Property as are permitted under this Agreement.

1.09 Licensee hereby acknowledges that this Agreement grants only a temporary, revocable license for use of the Property on the conditions set forth herein, and does not create an easement, profit or any estate or right in or to the Property or any product thereof nor does it limit Licensors right to use the Property in any manner, provided, however that such use by Licensors shall not unreasonably interfere with Licensees permitted use hereunder. Licensors reserves the right at all reasonable times and upon reasonable notice to Licensee to use Helispot 69B to land Licensors helicopter on the Property. Licensors shall obtain Licensees prior written consent before using either of the two helipad landing areas which comprise Helispot 69B.

2. PREMISES:

2.01 That contiguous 34 acre parcel of real property located in the unincorporated area of Los Angeles County, identified as Assessor Parcel Identification Numbers 4438-033-057, 4448-024-030, 4438-039-019, 4448-024-027, 4448-021-015, 4448-021-036 and 4448-024-031, collectively and commonly known as 69 Bravo, as depicted and described in Exhibit A.

3. TERM:

3.01 The term of the License shall be for a period of three (3) years commencing upon full execution of this Agreement and terminating three (3) years thereafter.

4. CANCELLATION:

4.01 Licensee shall have the right to cancel this Agreement at any time after the twelfth (12th) month for any reason by providing Licensors with 60 days prior written notice.

4.02 At all times during the term of this Agreement, Licensors shall have the right to market the Property for sale. Should Licensors receive an offer to purchase the Property at a price and terms acceptable to Licensors, Licensors may cancel this Agreement by providing Licensee with not less than 90 days prior written notice of such cancellation.

5. RENT:

5.01 Licensee shall pay Licensors monthly rent for use of the Property as follows:

- Year One: \$31,250.00 per month (\$375,000 annually)
- Year Two: \$27,083.33 per month (\$325,000 annually)
- Year Three: \$20,833.33 per month (\$250,000 annually)

6. UTILITIES:

6.01 Excepting the usage of Licensor's privately owned water, Licensee shall be responsible for any and all utility costs associated with the operation of the Property. Licensee shall reimburse to Licensor such utility costs upon presentation of a written statement detailing all of the costs for payment.

7. INDEMNIFICATION:

7.01 To the extent permitted by law, Licensee shall indemnify, hold harmless and defend Licensor, and their officers, directors, managers, agents, employees, attorneys and representatives, successors and assigns and Simon T, individually, from and against any all liability, obligation, action or causes of action, loss, claim, demand, liens, cost or damage, whether to person or property, and including court costs and reasonable attorneys' and consultants' fees, based upon, arising out of or connected with the use of the Property by Licensee, including without limitation, the following:

- Entry upon the Property or use of the Helispot and Portable Tank by Licensee or its agents, or employees, and any and all activities of such persons or entity upon the Property.
- Performance of firefighting or air ambulance services by Licensee related in any way to Licensee's activities under this Agreement, whether occurring upon the Property or otherwise.
- If any action or proceeding is brought against Licensor or Simon T, individually, based on this Agreement, Licensee shall upon notice defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor or Simon T, as the case may be; and Licensor or Simon T shall cooperate with Licensee in such defense.

This indemnification, excludes any liability or expense for injuries, losses or damages caused by the negligence or willful acts or omissions of Licensor or Simon T, its employees, officers, contractors agents or other licensees.

8. INSURANCE:

8.01 In lieu of commercial insurance coverage, Licensee shall self-fund any potential liabilities arising out of, or connected with this Agreement including without

limitation those set forth in Section 7 of this Agreement. Licensee shall provide Licensor with evidence of self-insurance coverage. Licensee acknowledges that Licensor has no obligation to carry, and does not carry any insurance insuring the personal property of Licensee which is stored or deposited upon the Property. Licensor shall not be responsible or liable for the loss of any such property or for any other damages to same for any reason whatsoever.

9. SEVERABILITY:

9.01 In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises, any improvements located thereon or any uses made thereof.

10. WAIVER:

10.01 No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

11. ADDRESS FOR NOTICES:

11.01 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be addressed to the respective party as follows:

To Licensor: Simon T, Assistant Manager
Jango LLC, Jeweld LLC, Seeky LLC, Dabudd LLC & Kumoff LLC
P.O. Box 1099
Santa Monica, California 90406

To Licensee: Daryl L. Osby, Fire Chief
Consolidated Fire Protection District of Los Angeles County
1320 North Eastern Avenue
Los Angeles, California 90063

12. ENTIRE AGREEMENT:

12.01 This Agreement, constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the parties

hereto. The non-enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

[END - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSOR:

JANGO LLC, JEWELD LLC, SEEKY LLC,
DABUDD LLC AND KUMOFF LLC

By: 

Simon T
Assistant Manager

APPROVED AS TO FORM:

JULIA M. DAVIS

By: 

Attorney

LICENSEE:

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: _____

Daryl L. Osby, Fire Chief

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: 

Deputy

Property Description Helispot 69B:

The property is 34-acres of privately owned land located in Topanga Canyon, just south of Saddle Peak Road that are two mountain peaks over seven parcels (APNs: 4438-033-057, 4448-024-030, 4438-039-019, 4448-024-027, 4448-021-015, 4448-021-036 and 4448-024-031).

EXHIBIT A

